



City of Emeryville

CALIFORNIA

MEMORANDUM

DATE: July 18, 2023

TO: Paul Buddenhagen, City Manager

FROM: Lilybell Nakamura, Human Resources Director

SUBJECT: Resolution Of The City Council Of The City Of Emeryville Approving And Adopting A Memorandum Of Understanding Between The City Of Emeryville And The Emeryville Police Officers Association (POA), Authorizing The City Manager To Execute The Memorandum Of Understanding, And Approving The Amendment To The City's Compensation Plan In Conformance With California Code Of Regulations, Title 2, Section 570.5

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Successor Memorandum of Understanding (the Successor MOU) between the City of Emeryville and the Emeryville Police Officers' Association (POA) for the period of July 1, 2023 through June 30, 2026, and authorize the City Manager to execute the Successor MOU on behalf of the City.

BACKGROUND

The City and POA are parties to an existing MOU, with POA covering the period of July 1, 2019 through June 30, 2023 (the Existing MOU and extension). In advance of the expiration of the Existing MOU, staff and POA have been negotiating in good faith for the Successor MOU since March 2023. Both parties have reached a tentative agreement on matters related to wages, hours, and other terms and conditions of employment, consistent with authority provided by the City Council, as reflected in the Successor MOU.

DISCUSSION

The Existing MOU expired on June 30, 2023. The POA membership ratified the Successor MOU on July 12, 2023. The Successor MOU does not become effective until approved by the City Council. The main points of the Successor MOU are as follows:

Section 7. Field Training Officer

Increased Field Training Officer pay from 5.5% to 6% for employees who have a valid POST Field Training Officer certificate, are in good standing within the police department, and are assigned to the Field Training Program per day worked, in addition to their base rate of pay. In accordance with POST standards, the Field Training Officer certificate must be renewed every three years to be valid.

New Section 10. Detective Pay

Employees assigned to the Criminal Investigative Section (CIS) shall receive a three percent (3%) investigations premium for the term of their assignment. The CIS Sergeant shall respond in a timely manner to call outs twenty-four (24) hours per day unless the CIS Sergeant has provided prior notification, they will be unavailable.

Section 18.1

Cost of Living Adjustments

- 3.5% effective the first full pay period following City Council approval of this agreement.
- 3.5% effective the first full pay period in July 2024
- 3.5% effective the first full pay period in July 2025

In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three and a half percent (3.5%) salary increase (including all premium pays and overtime) for the period of July 1, 2023 through the implementation of the three and a half percent (3.5%) salary increase referenced above.

Recruitment and Retention Adjustments

- 1.5% effective the first full pay period following City Council approval of this agreement.
- 1.5% effective the first full pay period in July 2024
- 1.5% effective the first full pay period in July 2025

In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a one and a half percent (1.5%) salary increase (including all premium pays and overtime) for the period of July 1, 2023 through the implementation of the one and a half percent (1.5%) salary increase referenced above.

Section 18.3 Longevity Pay

Effective the first full pay period following City Council approval of this agreement, the City will compensate each bargaining unit member an additional three percent (3%) longevity pay of their base salary upon completion of their fifth year of regular full-time California sworn law enforcement service. The longevity pay will begin with the first full pay period following completion of the fifth year.

The City will compensate each bargaining unit member who has completed fifteen (15) years of regular full-time California sworn law enforcement service an additional three percent (3%) longevity pay for a total of six percent (6%) of their base salary. The longevity pay will begin with the first full pay period following completion of the fifteenth year.

All credited time must be as a regular full time California sworn law enforcement service. Non-Emeryville service will be verified at time of hire.

Additionally, agreements were made to revise language for clarification and/or improvements to the operational procedures for the following:

- Section 4.11 Participation in CALGOVEBA
- Section 6.2 Posting and Filling of Vacancies
- Section 9 Shift Differential
- Section 16 Shift Schedule and Selection
- Section 20.1 Overtime - includes agreement to reopen negotiations to address issues if not resolved within twelve (12) months following the execution of the MOU
- Section 20.10 Compensatory Time Off

FISCAL IMPACT

The estimated cost of this Successor MOU is projected to be \$1,382,000 annually over the life of the contract; an increase of \$682,000 over the approved budget.

CONCLUSION

Staff recommends that the City Council adopt the resolution approving the Successor MOU with the POA for the period of July 1, 2023 through June 30, 2026, authorize the City Manager to execute the Successor MOU on behalf of the City, and approve an amendment to the City's salary schedule.

PREPARED BY: Lilybell Nakamura, Human Resources Director

**APPROVED AND FORWARDED TO THE
CITY COUNCIL OF THE CITY OF EMERYVILLE:**



Paul Buddenhagen, City Manager

ATTACHMENTS

- Draft Resolution
- POA Memorandum of Understanding tracked changes
- POA Memorandum of Understanding clean